

an internet based business opportunities to the general public and have engaged in the solicitation of said business opportunity within the State of Indiana.

5. The Defendant, SOL solicited and entered into contracts for the sale of said business opportunity with Indiana investors, including, but not limited to the following investors on the following dates for the following contract amounts:

a.	Derrick Wilson	1/27/04	\$5,299.00
b.	Vicki Gibbs	1/28/04	\$5,299.00
c.	Vickie & Kelli Brewer	1/29/04	\$5,299.00
d.	David M. Jackson	11/11/04	\$5,199.00
e.	Barbara & Tim Muhlbaier	08/26/04	\$5,798.00
f.	Peggy Ladd	05/14/05	\$5,398.00

True and correct copies of the above contracts are attached and incorporated by reference as Exhibits "A" through "F".

6. SOL's contracts with the investors identified in paragraph 5 above failed to include the following information:

- a. the name and business address of Defendant's agent in Indiana authorized to receive service of process;
- b. a detailed description of any services that the Defendant undertakes to perform for the investor;
- c. a detailed description of any training that the Defendant undertakes to provide to the investor;
- d. a statement of the investor's thirty (30) day right to cancel the contract.

7. As part of its marketing SOL would hold free "preview workshops" throughout the

State of Indiana. At these "preview workshops" potential investors were advised about ways to do business on the internet and told that SOL sells goods and services that allow an investor to operate an internet based business. Potential investors were then invited to attend a full-day workshop to be held by SOL at a latter date.

8. Vickie and Kelli Brewer ("the Brewers") and Wilson attended the "preview workshop" on or about January 16, 2004.

9. Gibbs attended the "preview workshop" on or about January 17, 2004.

10. Barbara and Tim Muhlbaier ("the Muhlbaiers") attended the "preview workshop" on or about August 12, 2004.

11. Jackson attended the "preview workshop" on or about October 27, 2004.

12. Ladd attended the "preview workshop" in late April 2005.

13. Potential investors who chose to attend the full-day workshop paid SOL a registration fee of thirty (\$30.00) dollars. During the full-day workshop, SOL provided information about internet marketing and represented to potential investors that they could make money by operating a web-based business. At the end of the workshops SOL offered to sell potential investors goods and services to be used to start, setup and maintain a web-based business.

14. Wilson attended the full-day workshop on or about January 27, 2004 and purchased six (6) websites, autoresponders, DVDs and other materials from SOL for a contract price of \$5,299.00.

15. Gibbs attended the full-day workshop on or about January 28, 2004 and purchases six (6) websites, autoresponders, DVDs and other materials from SOL for a contract price of \$5,299.00;

16. The Brewers attended the full-day workshop on or about January 29, 2004 and purchased six (6) websites, autoresponders, DVDs and other materials from SOL for a contract price of \$5,299.00;

17. The Muhlbaiers attended the full-day workshop on or about August 26, 2004 and purchased six (6) websites, autoresponders, DVDs and other materials from SOL for a contract price of \$5,798.00.

18. Jackson attended the full-day workshop on or about November 11, 2004 and purchased six (6) websites, autoresponders, DVDs and other materials from SOL for a contract price of \$5,199.00.

19. Ladd attended the full day workshop on or about May 14, 2005 and purchased six (6) websites, autoresponders, DVDs and other materials from SOL for a contract price of \$5,398.00.

20. The Defendants did not provide the investors identified in paragraph 5 above with a copy of a disclosure document containing the information required by Ind. Code § 24-5-8-2.

21. The Defendants did not obtain a surety bond in favor of the State of Indiana for the use and benefit of investors prior to their transactions with the investors identified in paragraph 5 above.

22. The Defendants did not file a disclosure statement or bond with the Consumer Protection Division of the Indiana Office of Attorney General or pay the initial filing of Fifty Dollars (\$50.00) prior to their transactions with the investors identified in paragraph 5 above.

23. The Defendants' offer of selling training and materials to Indiana investors that they would use to start, setup and maintain a web based business is a "business opportunity" as defined by Ind. Code 24-5-8-1.

COUNT I - VIOLATIONS OF THE BUSINESS OPPORTUNITY TRANSACTIONS ACT

24. The Defendants' failure to provide Indiana investors, including but not limited to the investors identified in paragraph 5 above, with the disclosures required by Indiana law at least seventy-two (72) hours before the earlier of the investors' execution of a business opportunity contract with the Defendants or receipt of any consideration by the Defendants, as referred to in paragraph 20 above, is a violation of Ind. Code § 24-5-8-2.

25. The Defendants' failure to obtain a surety bond in favor of the State of Indiana prior to offering to sell their business opportunity to Indiana investors, as referred to in paragraph 21 above, is a violation of Ind. Code § 24-5-8-3.

26. The Defendants' failure to file a copy of the disclosure statement and surety bond and pay the filing fee required by Indiana law with the Consumer Protection Division of the Office of the Attorney General prior to placing any advertisement or making any representation to any Indiana investor about said business opportunity, as referred to in paragraph 22 above, is a violation of Ind. Code § 24-5-8-4.

27. The Defendants' failure to include the information detailed in paragraph 6 above is a violation of Ind. Code § 24-5-8-6(b).

28. Due to the foregoing violations of Ind. Code 24-5-8-2, Indiana investors, including but not limited to the investors identified in paragraph 5 above, have a statutory right to cancel their business opportunity contracts with the Defendants in accordance with Ind. Code § 24-5-8-15.

29. In accordance with Ind. Code § 24-5-8-20 the Defendants' violations of Indiana's Business Opportunity Transactions Act, Ind. Code 24-5-8-1 et seq. are violations of Indiana's Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1 et seq.

COUNT II – KNOWING VIOLATIONS OF THE BUSINESS

OPPORTUNITIES TRANSACTIONS ACT

30. The Defendants' violations of Indiana's Business Opportunity Transactions Act, Ind. Code § 24-5-8-1 et seq. were knowing violations.

IRREPARABLE HARM

31. The deceptive acts set forth above will continue and will cause irreparable injury unless the Defendants are enjoined from engaging in further conduct which violates Ind. Code § 24-5-8-1 et seq., and § 24-5-0.5-1 et seq.

RELIEF

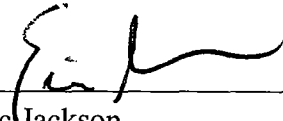
WHEREFORE, the Plaintiff, State of Indiana, requests the Court to enter a judgment against the Defendants and order the following relief:

- a. A permanent injunction pursuant to Ind. Code § 24-5-8-18 and Ind. Code § 24-5-0.5-4(c)(1), enjoining the Defendants, their agents, representatives, employees, successors, and assigns from engaging in conduct in violation of Ind. Code § 24-5-8-1 et seq., or Ind. Code § 24-5-0.5-1 et seq.;
- b. Cancellation of the Defendants' business opportunity contracts with Indiana investors, including but not limited to the investors identified in paragraph 5 above, pursuant to Ind. Code § 24-5-8-15 and Ind. Code § 24-5-0.5-4(d);
- c. Restitution pursuant to Ind. Code § 24-5-0.5-4(c)(2) and (d), on behalf of, but not limited to, the consumers identified in paragraph 5 above in an amount to be determined at trial.
- d. Costs pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and

prosecution of this action;

- e. Civil penalties pursuant to Ind. Code § 24-5-0.5-4(g), for the Defendants' knowing violations of the Deceptive Consumer Sales Act, in the amount of five hundred dollars (\$500.00) per violation, payable to the State of Indiana; and
- f. All other proper relief.

Respectfully submitted,
Steve Carter
Attorney General of Indiana
Atty. No. 4150-64

By: 
Eric Jackson
Deputy Attorney General
Atty. No. 19415-49

Office of the Attorney General
Indiana Government Center South, 5th floor
302 W. Washington Street
Indianapolis, IN 46204
(317) 233-3987

ELJ/1585

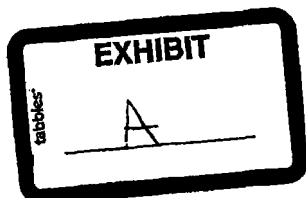
Phone (H)

1

SPECIAL WORKSHOP OFFER-ALL SALES FINAL.

Other

072803



Sold To Brian Carter C411
Wicki G.bbs

Phone (H)

Physical Address _____
 City _____ State _____ Zip _____
 E-mail _____ Phone (O) _____

QTY	ITEM/TITLE	EACH	AMOUNT
2	Complete Store Building Software License & Password Fee (First Year \$150 Setup & Hosting Fees Not Included)		4300
6	Autoresponders		N/C
1	Online Real-time Credit Card Processing License		999
		Subtotal	\$ 5299

SPECIAL WORKSHOP OFFER--ALL SALES FINAL

Method of Payment:

☒ Credit Card ☐ Cash ☐ Check # _____ ☐ Other _____

This receipt is my proof of purchase. I understand and affirm that the above products/services are being purchased for business use only. I, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right. If I cannot, I agree to return the above goods at my own expense to StoresOnline, Inc. no later than 10 days from the date of this order with an RGA# clearly visible as explained on the reverse side. I affirm StoresOnline does not recommend I sell my sites and offers no marketing plan, joint venture, or re-seller program. I agree that any and all controversy or claims arising out of or relating to this contract, or the breach thereof, shall be settled exclusively by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. I accept binding arbitration, the warranty, guarantee and conditions, and the returned check policy as printed on the reverse side of this form. I further understand and acknowledge that any and all testimonials shared in StoresOnline, Inc. events are not typical and my results may vary. I understand that paying with cash or check is the least expensive form of payment. Purchase by credit card can be, and financing options are, more expensive based upon interest rates and timely payment.

Acceptance/Receiving Signature X

Black Hills
Buen Conite

DATE 1-28-09 EMP

Dm

072803

EXHIBIT

 $B(1, 2)$

CONSENT TO BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION:

By execution of this Order Form Agreement (the "Agreement"), purchaser/customer ("Merchant") and StoresOnline, Inc., ("Company") hereby consent and agree that any and all disputes that arise between them concerning this Agreement or any of the terms of this Agreement, or that concern any aspect of the relationship between Merchant and Company, shall be decided exclusively in binding arbitration conducted by the American Arbitration Association ("AAA"). Merchant and Company further consent and agree that any and all AAA arbitration hearings shall be conducted exclusively in Orem, Utah, where Company is headquartered and located, before a single AAA arbitrator. The arbitrator shall be appointed in accordance with Section R-13, Appointment from Panel, of AAA's Commercial Arbitration Rules. Merchant and Company consent and agree that the AAA shall have exclusive and sole jurisdiction to decide all disputes between Merchant and Company, and Merchant and Company agree that the AAA arbitrator shall exclusively apply Utah law to the dispute, regardless of and without giving any consideration to choice of law principles. Merchant and Company further consent and agree that each party will bear his/her/its own costs and attorneys' fees incurred in connection with the AAA arbitration proceeding, and agree that the AAA arbitrator shall have no power or discretion to make any award of costs or attorneys' fees. However, in the event that Merchant or Company files any court proceeding in violation of this contractually agreed-upon arbitration requirement, the party who is required to appear in any Court proceeding to defend against such proceeding shall be entitled to an immediate stay and dismissal of such Court proceeding, and shall be entitled to an award of all reasonable attorneys' fees and costs incurred in connection with such Court proceedings. The final decision of the arbitrator shall be furnished in writing and shall constitute a conclusive determination of the issues in question, binding upon the Merchant and Company, and shall not be contested by either of them except as permitted by applicable law. Such decision may be used in a court of law only for the purpose of seeking enforcement of the arbitrators' award.

LIMITED WARRANTY/GUARANTEE/CONDITIONS

Tangible Products: StoresOnline, Inc. ("Company") warrants, for the purchaser's benefit alone, that all materials shall be free from defects in material and workmanship for 30 days after delivery to purchaser by Company, and will be replaced by Company upon return of defective materials. Any and all returns must be pre-approved and the Return Goods Authorization Number (RGA#) must be clearly marked on or near the address label. Returned packages without RGA#'s clearly marked will not be accepted. Except for the express warranty of the original product(s) set forth above, Company grants no other warranties, expressed or implied, by statute or otherwise, regarding the products, their fitness for any purpose, their quality, their merchantability, or otherwise. It is agreed and understood that Company storefronts may not be used in conjunction with any "adult" material, anything illegal or offensive, or anything that promotes hatred, or is considered inappropriate by the Company Review Board. All storefronts must comply with the terms, rates, and services found in the Merchant Services section of Storesonline.com. The warranty and remedies set forth above are exclusive and in lieu of all others, oral or written, expressed or implied. No Company employee or agent is authorized to make any modification or addition to this warranty. Some states do not allow the exclusion or limitation of implied warranties or limitation of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. **Virtual Products:** It is understood and agreed that given the specific nature of the industry and business for which these products/services are used, and because success depends on the purchaser's idea(s), products, services, prices, and how effectively the purchaser promotes them, the Company offers no guarantee or refunds, and all sales are final. The liability of Company under the warranty set forth above shall be limited to the amount paid by the customer for the product. In no event shall Company be liable for any special, consequential, or other damages for breach of warranty. Further, the parties agree that any and all disputes arising out of this transaction shall be resolved via binding arbitration, as specified and agreed above.

CHECK POLICY

Electronic Deposits: It is understood and agreed that any and all checks can be electronically presented to your bank.

Returned Checks: A \$25.00 fee for Returned Checks or the Maximum Amount Permitted by law will be assessed for a check not honored by your bank. Returned checks, along with the returned check fee, may be electronically presented to your bank.



Business to Business Order Form

StoresOnline, Inc.
754 E. Technology Ave.
Orem, UT 84097
Ph 801.227.0004
sales@storesonline.com
http://www.storesonline.com

Sold To

VIGI BREWER

one (H)

Physical Address

City

State

Zip

E-mail

Phone (O)

QTY	ITEM/TITLE	EACH	AMOUNT
2	Complete Store Building Software License & Password Fee (First Year \$150 Setup & Hosting Fees Not Included)		130.00
6	Autoresponders		NK
1	Online Real-time Credit Card Processing License		117.00
		Subtotal	\$ 367.00
			(205.00)
		Tax	\$
		TOTAL	\$ 503.40

SPECIAL WORKSHOP OFFER--ALL SALES FINAL

Method of Payment:

☐ Credit Card

☐ Cash

☒ Check #

1100

☐ Other

This receipt is my proof of purchase. I understand and affirm that the above products/services are being purchased for business use only. I, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right. If I cancel, I agree to return the above goods at my own expense to StoresOnline, Inc. no later than 10 days from the date of this order with an RGA# clearly visible as explained on the reverse side. I affirm StoresOnline does not recommend I sell my sites and offers no marketing plan, joint venture, or re-seller program. I agree that any and all controversy or claims arising out of or relating to this contract, or the breach thereof, shall be settled exclusively by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. I accept binding arbitration, the warranty, guarantee and conditions, and the returned check policy as printed on the reverse side of this form. I further understand and acknowledge that any and all testimonials shared in StoresOnline, Inc. events are not typical and my results may vary. I understand that paying with cash or check is the least expensive form of payment. Purchase by credit card can be, and financing options are, more expensive based upon interest rates and timely payment.

Acceptance/Receiving Signature

X Vigi Brewer

DATE

EMP

072803

EXHIBIT

tabbles

C (1 of 2)

CONSENT TO BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION:

By execution of this Order Form Agreement (the "Agreement"), purchaser/customer ("Merchant") and StoresOnline, Inc., ("Company") hereby consent and agree that any and all disputes that arise between them concerning this Agreement or any of the terms of this Agreement, or that concern any aspect of the relationship between Merchant and Company, shall be decided exclusively in binding arbitration conducted by the American Arbitration Association ("AAA"). Merchant and Company further consent and agree that any and all AAA arbitration hearings shall be conducted exclusively in Orem, Utah, where Company is headquartered and located, before a single AAA arbitrator. The arbitrator shall be appointed in accordance with Section R-13, Appointment from Panel, of AAA's Commercial Arbitration Rules. Merchant and Company consent and agree that the AAA shall have exclusive and sole jurisdiction to decide all disputes between Merchant and Company, and Merchant and Company agree that the AAA arbitrator shall exclusively apply Utah law to the dispute, regardless of and without giving any consideration to choice of law principles. Merchant and Company further consent and agree that each party will bear his/her/its own costs and attorneys' fees incurred in connection with the AAA arbitration proceeding, and agree that the AAA arbitrator shall have no power or discretion to make any award of costs or attorneys' fees. However, in the event that Merchant or Company files any court proceeding in violation of this contractually agreed-upon arbitration requirement, the party who is required to appear in any Court proceeding to defend against such proceeding shall be entitled to an immediate stay and dismissal of such Court proceeding, and shall be entitled to an award of all reasonable attorneys' fees and costs incurred in connection with such Court proceedings. The final decision of the arbitrator shall be furnished in writing and shall constitute a conclusive determination of the issues in question, binding upon the Merchant and Company, and shall not be contested by either of them except as permitted by applicable law. Such decision may be used in a court of law only for the purpose of seeking enforcement of the arbitrators' award.

LIMITED WARRANTY/GUARANTEE/CONDITIONS

Tangible Products: StoresOnline, Inc. ("Company") warrants, for the purchaser's benefit alone, that all materials shall be free from defects in material and workmanship for 30 days after delivery to purchaser by Company, and will be replaced by Company upon return of defective materials. Any and all returns must be pre-approved and the Return Goods Authorization Number (RGA#) must be clearly marked on or near the address label. Returned packages without RGA#'s clearly marked will not be accepted. Except for the express warranty of the original product(s) set forth above, Company grants no other warranties, expressed or implied, by statute or otherwise, regarding the products, their fitness for any purpose, their quality, their merchantability, or otherwise. It is agreed and understood that Company storefronts may not be used in conjunction with any "adult" material, anything illegal or offensive, or anything that promotes hatred, or is considered inappropriate by the Company Review Board. All storefronts must comply with the terms, rates, and services found in the Merchant Services section of Storesonline.com. The warranty and remedies set forth above are exclusive and in lieu of all others, oral or written, expressed or implied. No Company employee or agent is authorized to make any modification or addition to this warranty. Some states do not allow the exclusion or limitation of implied warranties or limitation of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. **Virtual Products:** It is understood and agreed that given the specific nature of the industry and business for which these products/services are used, and because success depends on the purchaser's idea(s), products, services, prices, and how effectively the purchaser promotes them, the Company offers no guarantee or refunds, and all sales are final. The liability of Company under the warranty set forth above shall be limited to the amount paid by the customer for the product. In no event shall Company be liable for any special, consequential, or other damages for breach of warranty. Further, the parties agree that any and all disputes arising out of this transaction shall be resolved via binding arbitration, as specified and agreed above.

CHECK POLICY

Electronic Deposits: It is understood and agreed that any and all checks can be electronically presented to your bank.

Returned Checks: A \$25.00 fee for Returned Checks or the Maximum Amount Permitted by law will be assessed for a check not honored by your bank. Returned checks, along with the returned check fee, may be electronically presented to your bank.



Business to Business Order Form

Sold To David Jackson

Phone (H)

StoresOnline, Inc.
754 E. Technology Ave.
Orem, UT 84057
Ph 801 227 0004
sales@storesonline.com
http://www.storesonline.com

Physical Address

City

State

Zip

E-mail

Phone (O)

QTY	ITEM/TITLE	EACH	AMOUNT
2	Complete Store Building Software License & Password Fee (First Year \$150 Setup & Hosting Fees Not Included)		4700
6	Autoresponders		0
1	Online Real-time Credit Card Processing License		499.
1	Links4Trade Platinum Listing Service		5199.
SPECIAL WORKSHOP OFFER-ALL SALES FINAL		Subtotal	\$ 3000
		Tax	\$
		TOTAL	\$ 2899.

Method of Payment:

☒ Credit Card ☐ Cash ☐ Check # 40898 ☐ Other

This receipt is my proof of purchase. I understand and affirm that the above products/services are being purchased for business use only. I, the buyer, may cancel this transaction at any time prior to midnight Eastern of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right. If I cancel, I agree to return the above goods at my own expense to StoresOnline, Inc. no later than 10 days from the date of this transaction. I agree that any and all controversy or claims arising out of or relating to this contract, or the breach thereof, shall be settled exclusively by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. I accept binding arbitration, the warranty, guarantee and conditions, and the returned check policy as printed on the reverse side of this form. I further understand and acknowledge that any and all testimonials shared in StoresOnline, Inc. events are not typical and my results may vary. I understand that paying with cash or check is the least expensive form of payment. Purchase by credit card can be, and financing options are, more expensive based upon interest rates and timely payment.

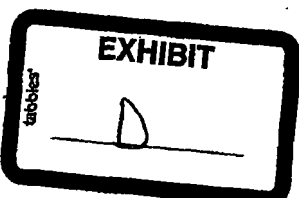
Acceptance/Receiving Signature

David M Jackson

DATE 11/10/04 EMP



101104



**Business to Business
Order Form**

StoresOnline, Inc.
754 E. Technology Ave.
Orem, UT 84057
Ph 801.227.0004
sales@storesonline.com
http://www.storesonline.com

Barbara Muhlbaier

821

④

Tom Muhlbaier

STORES ONLINE

DATE

ORDER ID

QTY	ITEM/TITLE	EACH	AMOUNT
2	Complete Store Building Software License & Password Fee (First Year \$150 Setup & Hosting Fees Not Included)		4800
6	Autoreponders		NIC
1	Online Real-time Credit Card Processing License		999
	Link 12 mths		499
	Subtotal		\$5798
	SPECIAL WORKSHOP OFFER-ALL SALES FINAL		
	Down		<300>
	Tax		\$
	TOTAL		\$5498

Method of Payment:

☐ Credit Card ☐ Cash ☐ Check # ☐ Other

This receipt is my proof of purchase. I understand and affirm that the above products/services are being purchased for business use only. I, the buyer, may cancel this transaction at any time prior to midnight Eastern of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right. If I cancel, I agree to return the above goods at my own expense to StoresOnline, Inc. no later than 10 days from the date of this order with an RGA clearly visible as explained on the reverse side. I affirm StoresOnline does not recognize I sell my sites and offers no marketing plan, joint venture, or re-seller program. I agree that any and all controversy or claims arising out of or relating to this contract, or the breach thereof, shall be settled exclusively by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. I accept binding arbitration, the warranty, guarantee and conditions, and the returned check policy as printed on the reverse side of this form. I further understand and acknowledge that any and all testimonials shared in StoresOnline, Inc. events are not typical and my results may vary. I understand that paying with cash or check is the least expensive form of payment. Purchases by credit card can be, and financing options are, more expensive based upon interest rates and timely payment.

Acceptance/Receiving Signature

Tom Muhlbaier

DATE 8-26-04 EMP

MHL

081604

Barbara H Muhlbaier

EXHIBIT

tabbles

E

7-6 M Time
Business to Business
Order Form

Stores Online, Inc.
 754 E. Technology Ave.
 Orem, UT 84097
 Ph 801.227.0004
 sales@StoresOnline.com
 http://www.StoresOnline.com

Sold To PEGGY L ADD

Physical Address

City _____ **State** _____ **Zip** _____

E-mail _____ **Phone (O)** _____

QTY	ITEM/TITLE	EACH	AMOUNT
2	Complete Store Building Software License & Password Fee (First Year \$150 Setup & Hosting Fees Not Included)		4700
1	Autoresponders		NK
1	Online Real-time Credit Card Processing License		999
2	Links4Trade Platinum Listing Service		499
			500
		Subtotal \$	5398
		D.P.	500
		Tax \$	
		TOTAL \$	4898.00

Discount

SPECIAL WORKSHOP OFFER

Method of Payment:

☐ Credit Card ☐ Cash ☒ Check # _____ ☐ Other _____

This receipt is my proof of purchase. I understand and affirm that the above products/services are being purchased for business use only. I affirm Stores Online, Inc. does not recommend I sell my sites and offers no marketing plan, joint venture, or reseller program. I agree that any and all controversy or claims arising out of or relating to this contract, or the breach thereof, shall be settled exclusively by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. I accept binding arbitration, the warranty, guarantee and conditions, and the returned check policy as printed on the reverse of this form. I further understand and acknowledge that any and all testimonials shared in Stores Online, Inc. events are not typical and my results may vary. I understand that paying with cash or check is the least expensive form of payment. Purchase by credit card can be, and financing options are, more expensive based upon interest rates and timely payment. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right.

Acceptance/Receiving Signature x Peggy Ladd



DATE 5-4-05 EMP SH

041405

